

THIS DOES NOT
CIRCULATE

RESOLUTION

WHEREAS, the Municipal Manager and the Mayor and Council of the Borough of Keansburg had entered into negotiations for a new police contract with PBA Local 68 for a term commencing January 1, 1978; and

WHEREAS after extensive meetings and negotiations an agreement was reached between the parties; and

WHEREAS PBA Local 68 by vote of their membership has ratified the terms and conditions of said contract; and

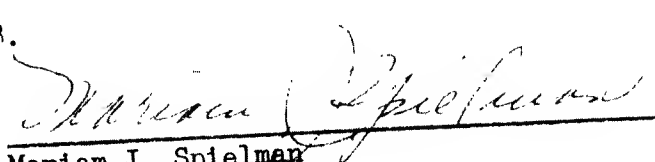
WHEREAS, the Mayor and Council of the Borough of Keansburg are desirous of formally granting their assent to said agreement.

NOW THEREFORE be it resolved by the Mayor and Council of the Borough of Keansburg that a certain contract between the Borough of Keansburg and Policemens Benevolent Association Local 68 annexed hereto and by reference made a part hereof be ratified and consented to by the Borough of Keansburg;

AND BE IT FURTHER resolved that the Mayor and Deputy Manager be and they are hereby authorized to execute said agreement in the name of the Borough of Keansburg.

CERTIFICATION

I, Mariam J. Spielman, Clerk of the Borough of Keansburg, do hereby certify that the foregoing is a true copy of a Resolution duly passed and approved by the Mayor and Council of the Borough of Keansburg at the regular meeting held on April 19, 1978.


Mariam J. Spielman
Borough Clerk

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	DURATION OF AGREEMENT	3
III	MANAGEMENT RIGHTS	4, 5
IV	POLICEMEN'S RIGHTS	6
V	GRIEVANCE PROCEDURE	7, 8, 9
VI	AUTHORIZED SALARY DEDUCTIONS	10
VII	SALARIES	11
VIII	LONGEVITY	12
IX	OVERTIME	13
X	HOLIDAYS	14
XI	VACATION & PERSONAL DAYS	15, 16
XII	HOSPITALIZATION & MEDICAL	17
XIII	UNIFORM ALLOWANCE	18
XIV	SICK LEAVE	19
XV	EDUCATIONAL BENEFITS	20
XVI	INJURY LEAVE	21, 22
XVII	FALSE ARREST & LIABILITY PROTECTION	23
XVIII	BEREAVEMENT LEAVE	24
XIX	OUTSIDE EMPLOYMENT	25
XX	P.B.A. REPRESENTATIVES	26
XXVI	NO STRIKE PLEDGE	27
XXI	SEVERABILITY	28
XXII	TERM & RENEWAL	29

13-11

AGREEMENT

between

THE BOROUGH OF KEANSBURG

and

PATROLMAN'S BENEVOLENT ASSOCIATION OF KEANSBURG, N.J.

LOCAL NO. 68

JANUARY 1, 1978 - DECEMBER 31, 1979

Morris County

PREAMBLE

THIS AGREEMENT is made and entered into on this 1st day of January, 1978 by and between the Borough of Keansburg, a municipality in the County of Monmouth, State of New Jersey, and hereinafter referred to as the "Borough" and the Patrolman's Benevolent Association, Local No. 68, hereinafter referred to as the "Association".

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and the Association and to establish a basic understanding relative to the rates of pay, hours of work and other conditions of employment consistent with law, and

WHEREAS, while it is recognized that the New Jersey Civil Service Act and Rules and other State and Federal laws and City Ordinances and regulations may have application to the relations between the parties hereto, and it is intended that such law shall apply where relevant, the fact that such law is not specifically referred to at all times in this Agreement shall not be taken to mean that such law does not apply where relevant, and

WHEREAS, the Mayor and the Borough Manager of the Borough of Keansburg have negotiated with the members of the Association with regard to this Agreement, and

WHEREAS, this Agreement has been approved by the Borough Council of the Borough of Keansburg pursuant to a resolution adopted on the 19th day of January, 1978.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

ARTICLE I
RECOGNITION

Section 1.

The Borough hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for the Police Department of the Borough of Keansburg, New Jersey, exclusive of Crossing Guards, Dispatchers and Clerical employees.

Section 2.

Unless otherwise indicated, the terms "policemen", "patrolmen", "employee" or "employees" when used in this agreement refers to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II

DURATION OF AGREEMENT

This Agreement, shall become effective January 1, 1978 and shall continue in force and effect for two (2) years; effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

Section 1.

The Borough shall annually, in January of the calendar year, approve and ratify this Agreement, by resolution without modifications, deletions or omissions, unless there is exercised by the parties hereto the future bargaining provisions as to fringe benefits as set forth specifically herein.

Section 2.

The Association shall, through its membership and elected officers ratify this Agreement annually without modifications deletions or omissions, unless there is exercised the future bargaining provisions as to fringe benefits as set forth specifically herein.

ARTICLE III
MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the Borough of Keansburg. Such powers to the Borough shall be limited to the Statutes of New Jersey governing Public Employee Relations (PERC) and any ammendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties

and responsibilities under R.S. 40 and R.S. 11, or any other national, state, county or local laws or ordinances, or the Civil Service Rules.

ARTICLE IV
POLICEMAN'S RIGHTS

Section 1.

The Borough hereby agrees that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Borough agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Association activities.

Section 2.

It is furthered agreed that the Association shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE V
GRIEVANCE PROCEDURE

SECTION 1. General. It is recognized a complaint may arise between the Borough and the Association, or between the Borough or any one or more employees concerning the meaning or application, of, or compliance with, any section of this Agreement. The Borough and the Association earnestly desire that such complaints or grievances be promptly settled so that the efficiency in the department shall not be interrupted and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise will be kept as informal as may be appropriate, is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

SECTION 2. Procedure To Be Followed: The Association and the Borough agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service Regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement all employees shall carry out their assignments as directed by the Borough and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the discretion of the Borough, and subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner.

Step One.

The aggrieved shall institute action within five (5)

calendar days after the event giving rise to the grievance has occurred or within ten (10) days after the discovery of the incident by the employee Association or Borough, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two.

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) calendar days after the answer at the first step. The Chief of Police shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Chief of Police with the Association representative or the Association Attorney, if requested by the grievant. The Chief of Police's answer to the second step shall be delivered to the Association within five (5) calendar days after the meeting.

Step Three.

If the grievance is not settled at the second step, the grievant may make written request for a third step meeting within five (5) calendar days after the answer at the second step. The Borough Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said third step meeting shall be between the Borough Manager with the Association representative or the Association Attorney, if requested by the grievant. The Borough Manager's answer to the third step shall be delivered to the Association within five (5) calendar days after the meeting.

Step Four.

In the event the grievance is not resolved to the

satisfaction of any parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within five (5) days after the completion of step three (3), the individual grievant, the Association or the Borough may appoint an arbitrator, who shall have full power to resolve the dispute between parties, and his decision shall be final and binding on all parties. Costs of the arbitration shall be borne by the Borough and the Association equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

Borough Grievances.

Grievances initiated by the Borough shall be filed directly with the Association within five (5) calendar days after the event giving rise to the grievance that has occurred. A meeting shall be held within five (5) calendar days after the filing of the grievance between the Borough Manager, Chief of Police, Borough Attorney, the Association and its Attorney in an effort to adjust the differences between the parties, and in the event the grievance is not resolved to the satisfaction of the grievant, it shall be taken to binding arbitration in the manner prescribed herein.

ARTICLE VI
AUTHORIZED SALARY DEDUCTIONS

The Borough, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

(a) Upon receipt of a duly signed authorization, the Borough shall deduct membership dues and remit the dues deducted as directed on the Authorization card.

(b) The amount of monthly dues will be certified in writing by the Association and the amount shall be uniform for all members.

(c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

(d) Dues deducted from employees pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing the employees for whom deductions have been made.

(e) A new dues deduction authorization card will automatically cancel any prior deduction authorization on file with the Borough.

(f) The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough.

ARTICLE VII

SALARIES

Section 1.

The annual base salary for each of the classifications shown shall be as follows:

FOR THE YEAR 1978:

Probationary Patrolmen.....	\$ 9,000
After one complete year of service.....	10,917
After two complete years of service.....	12,834
After three complete years of service...	14,751
Sergeants.....	16,161
Captains.....	17,956
Chief of Police.....	19,880

FOR THE YEAR 1979:

Probationary Patrolmen.....	\$ 9,000
After one complete year of service.....	11,261
After two complete years of service.....	13,522
After three complete years of service...	15,784
Sergeants.....	17,292
Captains.....	19,213
Chief of Police.....	21,272

SECTION 2:

The modification and scheduling of anniversary dates shall be at the discretion of the Chief of Police with consent of the Borough Manager.

ARTICLE VIII

LONGEVITY PAY

Section 1.

As of the effective date of this Agreement, the provisions of this article will not apply to any person employed after that date.

Section 2.

Those employed before the effective date of this Agreement shall be "saved from harm" in that the longevity provision of the previous contract shall apply as follows:

(1) Beginning at completion of one (1) year through the fifth (5) year of service, (2%) two percent of base pay per year.

(2) Beginning the sixth (6) year through the tenth (10) year of service, (4%) four percent of base pay per year.

(3) Beginning the eleventh (11) year through the fifteenth (15) year of service, (6%) six percent of base pay per year.

(4) Beginning the sixteenth (16) year of service through the twentieth (20) year of service, eight percent of base pay per year.

(5) Beginning the twenty-first (21) year of service, and thereafter, (10%) ten percent of base pay per year.

Section 3.

Longevity pay shall be paid bi-weekly as a part of the regular pay.

ARTICLE IX

OVERTIME

Section 1.

The Borough has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the Borough, the public interest and applicable public law.

Section 2.

Overtime opportunities will be distributed as equally and practically among employees in the same job classification, department and shift.

Section 3.

Time and one-half of the employee's regular rate of pay or compensatory time off shall apply for work under the following conditions.

(A) In excess of 216 hours in a work period of 28 days (54 hours in a work period of seven (7) days, or in the case of any work period between 7 and 28 days, the same ratio as 216 hours to 28 days).

Section 4.

Employees required to appear in any court or formal hearing representing the public interest of the Borough shall receive no less than:

(1) Eight (8) hours compensation at the regular hourly rate outside the geographic boundaries of the Borough.

(2) Four (4) hours compensation at the regular hourly rate within the geographic boundaries of the Borough.

ARTICLE X

HOLIDAYS

Section 1.

The following holidays shall be "paid holidays". Employees shall be compensated at their regular rate of pay for fourteen (14) paid holidays per year as follows:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	1/2 Day Christmas Eve
Labor Day	Christmas Day
	1/2 Day New Year's Eve

Payment shall be in the following manner if the same is due and owing to the employee: Seven (7) of the said paid holidays shall be paid on July 1 and the balance of seven (7) shall be paid on December 1.

Section 2.

In the event the other Borough employees receive time off with pay based on any action by the Borough Council, the members of the Association covered under this Agreement shall receive either commensurate time off or shall be paid for such day under the terms of this section.

ARTICLE XI
VACATIONS & PERSONAL DAYS

Section 1.

Employees shall be granted a vacation if earned each vacation year without loss of pay. The vacation year shall be January 1 to December 31. Vacations may be taken at any time in the year; however, the Chief of Police reserves the right to limit the number of vacations during the months of June, July and August. Vacations shall be earned in the following manner:

PATROLMAN:

One to ten years	fifteen (15) days
Eleven to twenty years	twenty (20) days
Twenty-one years or more	twenty-five (25) days

SERGEANT:

Twenty (20) days

CAPTAIN

Twenty-five (25) days

CHIEF:

Thirty (30) days

Section 2.

Vacation allowance must be taken during the current calendar year at such time as permitted unless the Borough determines otherwise because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

Section 3.

Employees shall be allowed to take up to five (5) days personal leave annually at their discretion provided prior approval is granted by the Chief of Police. Such leave shall be deducted from accrued vacation allowance.

Section 4.

Anything hereinbefore to the contrary notwithstanding, the Chief of Police shall determine and approve the dates and times

of vacation and personal leave to be taken by employees. The Chief of Police, whenever possible, shall base the schedule of vacations on a seniority basis.

ARTICLE XII
HOSPITALIZATION AND MEDICAL INSURANCE

Section 1.

It is mutually understood and agreed that the Borough presently has in force Blue Cross, Blue Shield, Major Medical Insurance and Rider J insurance coverage for all employees covered by this Agreement, and the same will be continued in full force and effect.

Section 2.

The Borough promises to make every effort to increase employee coverage to include dental, optometrics and/or prescription during the period of time covered by this Agreement.

Section 3.

The Borough shall confer periodically with the Association on any and all efforts made to satisfy the intent of this article.

Section 4.

Pursuant to authority set forth in Public Laws 421 of Title 40, chapter 11, the Employer agrees to provide such benefits enumerated in Sections 1 and 2 of this Article to all employees who have retired.

ARTICLE XIII
UNIFORM ALLOWANCE

Section 1.

A replacement uniform allowance shall be authorized for each employee after the first year of service in an amount up to three hundred (300.00) dollars per year.

Section 2.

A uniform maintenance allowance of one hundred dollars (100.00) per year shall be paid to each employee.

Section 3.

The initial uniform costs, together with any change or addition to the initial uniform shall be paid by the Borough.

Section 4.

The source, application and manner of payment of such allowances authorized herein shall be determined by the Chief of Police.

ARTICLE XIV

SICK LEAVE

Section 1.

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of services from the date of his regular appointment up to and including the first anniversary date of such appointment.

Section 2.

After the first year of employment, each employee shall have fifteen (15) days of sick leave with pay for each year of employment thereafter.

Section 3.

Sick leave not taken shall accumulate to employee's credit from year to year, and he shall be entitled to such accumulative sick leave with pay if and when needed.

Section 4.

When an employee retires for reasons of physical disability, age, or length of service, he shall be entitled to fifty per cent (50%) of his accumulated sick days. The retiring employee shall, if possible, advise the Borough Manager of his intention to retire by November 1st of the year prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to his beneficiary as indicated on the police and firemen's retirement system forms.

Section 5.

The New Jersey Civil Service statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

ARTICLE XV
EDUCATION BENEFITS

Section 1.

Employees shall be entitled to receive, in addition to their regular salary and benefits, the sum of ten dollars (\$10.00) annually for each college credit completed at an accredited institution of higher education or an acceptable equivalent as determined by the Borough Manager for subjects within the Criminal Justice course level.

Section 2.

Employees who have earned college degrees with a concentration or major in Criminal Justice, Police Science or related field shall receive, in addition to their regular salary and benefits, a sum based on the following table:

1. Associate	\$ 600.00
2. Bachelor	\$1200.00

Section 3.

Payments under this Article shall be made by voucher processed through the normal channels in the Borough Finance Department and approved by the Borough Manager.

Section 4.

No credit for educational benefits shall accrue for college credits or equivalents earned at Borough expense except as set forth in Section two (2) of this Article.

ARTICLE XVI
INJURY LEAVE

Section 1.

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing his duties and covered by Workmen's Compensation Insurance.

Section 2.

All payments shall be made concerning injury leave subject to the employee's eligibility for Workmen's Compensation Insurance.

Section 3.

If an employee absent from work due to an accident, illness or injury covered by Workmen's Compensation Insurance willfully fails to fulfill all of the conditions necessary to receive compensation benefits he shall not be entitled to payment of any additional benefits for injury leave from the Borough of Keansburg until such conditions have been fulfilled.

Section 4.

Employees absent from duty due to an accident, illness or injury covered by Workmen's Compensation Insurance will be compensated by the Borough for the difference between the amount paid by the insurance company and the regular rate of pay.

Section 5.

The payments enumerated above will be made for a period of not in excess of fifty-two (52) weeks for each new and separate injury. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due.

Section 6.

Use of Injury Leave: The employee's eligibility for payment of injury leave will be based on the determination of the New Jersey Division of Workmen's Compensation under the terms of the

New Jersey Workmen's Compensation Act.

Section 7.

The Borough may, at its discretion require that the employee subject himself to an examination by a physician chosen by the Borough no more frequently than once every fifteen (15) days.

Section 8.

Any covered employee who accepts outside employment during the period of his injury leave eligibility shall automatically forfeit any further payment for such leave.

ARTICLE XVII
FALSE ARREST AND LIABILITY PROTECTION

Section 1.

The employer agrees to save and hold harmless any employee for any claim or claims that might arise as a result of the normal performance of his duties as a police officer including, but not limited to false arrest or any similar claims.

Section 2.

The employer further agrees to defend the said employee against all claims made in any civil suit including furnishing such legal defense at the discretion of the employer as may be necessary to defend said suit, provided however that the employee furnish prompt notice of the making of any claim or the filing of any civil suit naming said officer as a party defendant or defendants.

Section 3.

In the event a criminal claim is made against any covered employee such actions shall be governed by the provisions N.J.S.A. 40:14-155 and its amendments.

ARTICLE XVIII
BEREAVEMENT LEAVE

The Borough shall grant to each employee, a maximum of three (3) days leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief of Police.

The immediate family is defined as: Mother, Father, Mother-in-Law, Father-in-Law, Husband, Wife, Son, Daughter, Brother, Sister, or any relative residing in the employee's household.

Such leave shall apply to each occurrence without limit.

ARTICLE XIX
OUTSIDE EMPLOYMENT

Employees shall consider their positions on the force as their primary job. Any outside employment must not interfere with an employee's efficiency in the performance of his duties.

Employees seeking any outside employment activity must first receive permission from the Borough Manager before accepting same.

ARTICLE XX

P.B.A. REPRESENTATIVES

Section 1.

The Borough agrees to grant time off without loss of regular pay, not to exceed four (4) days, to the Local P.B.A. State Delegate, to attend the annual P.B.A. State Convention, provided five (5) days written notice specifying the dates of the convention is given to the Chief of Police by the Association. A certificate of attendance to the conference shall, upon request by the Chief be submitted by the representative attending.

Section 2.

Designated representatives of the Local P.B.A. may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the P.B.A. decides to have its representatives enter the Borough facilities or premises, it will request such permission from the Borough Manager and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Borough government or normal duties of its employees.

ARTICLE XXVI
NO STRIKE PLEDGE

Section 1.

It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitation upon activity or production during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist, take part in, or encourage any such strikes, sitdown, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the Borough. The Association shall not be held liable for unauthorized acts of its members provided the Association orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

Section 2.

The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

Section 3.

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association, or its members.

ARTICLE XXI
SEVERABILITY

In the event any section or provision of the contract shall be determined by a Court Competent Jurisdiction to be void and of no force or effect, said provision shall be deemed void and shall have no force or effect on the validity of any other provision of this Agreement.

ARTICLE XXII

TERM AND RENEWAL

Section 1.

This Agreement shall be in full force and effect as of January 1, 1978 and shall remain in effect to and including December 31, 1979, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

Section 2.

The said notification shall be sent to the Borough and Association or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Keansburg, Monmouth County, New Jersey, on this 19th day of April, 1978.

THE BOROUGH OF KEANSBURG

BY

Ruggero Casella
MAYOR

Attest:

Maryanne Speckman
Borough Clerk

BY

Vincent J. Indelicato
DEPUTY BOROUGH MANAGER

P.B.A. LOCAL NO. 68

BY

Raymond B. O'Hare
CHAIRMAN OF NEGOTIATING COMMITTEE

Attest:

Robert J. Humberger
Chief of Police

BY

Robert J. Humberger
PRESIDENT